

Exhibit

2

1 Matthew L. Rollin (SBN 332631)
2 **SRIPLAW, P.A.**
3 8730 Wilshire Boulevard
4 Suite 350
5 Beverly Hills, California 90211
6 323.452.5600 – Telephone
7 561.404.4353 – Facsimile
matthew.rollin@sriplaw.com

6 *Counsel for Plaintiff*
7 *Viral DRM LLC*

8
9
10 **UNITED STATES DISTRICT COURT**
11
12 **NORTHERN DISTRICT OF CALIFORNIA**
13
14 **SAN FRANCISCO DIVISION**

15 VIRAL DRM LLC,

16 Plaintiff,

17 v.

18 ANTON SHUBSTORSKY,

19 Defendant.

20 CASE NO.: 3:24-cv-00733-JSC

21 **DECLARATION OF BRANDON CLEMENT**

22 I, Brandon Clement, declare and say:

23 1. I am an extreme weather videographer and cinematographer. The copyrighted work at
24 issue in this case is an extreme weather video I filmed and created.

25 2. I understand that as the original author of my work I own the exclusive rights in my
26 films and videographic works, and that those exclusive rights are the rights to: (1) reproduce the
27 work in copies, (2) create derivative works, (3) distribute copies of the work by sale, (4) perform the
work publicly, and (5) display individual images of my works.

28 3. I have an agreement with Viral DRM, LLC (“Viral DRM”), which Viral DRM has
29 the rights to display, store, transmit, and distribute my works. I retain the exclusive right to license
30 copies of the works at issue in this case.

4. The agreement with Viral DRM contains the following terms:

1 1. Grant of Exclusive Agency Rights. Content Creator hereby grants to
2 VDRM the exclusive agency rights to manage and administer any content
3 submitted by Content Creator to VDRM (the “Works”), including but not
4 limited to the right to search for copyright infringements of the Works, to
5 register copyrights for the Works with the United States Copyright Office;
6 to authorize VDRM’s attorneys to negotiate settlements, issue takedown
7 notices pursuant to the Digital Millennium Copyright Act or otherwise file
8 claims on behalf of the Content Creator in an effort to enforce the
9 copyrights in and to the Works; Content Creator grants VDRM exclusive
10 agency rights to display, store, transmit, and distribute Works as needed to
11 fulfill obligations set forth in this agreement.

12 3. Ownership Rights. All copyright and ownership rights in the Works
13 remain the sole and exclusive property of the Content Creator. The Client
14 hereby grants Viral DRM a non-exclusive, worldwide rights to display,
15 store, and transmit any copyrighted works owned or managed by the
16 Client solely for the purposes of performing services under this
17 Agreement. This license includes the right to publicly display, store,
18 transmit or make the works available for viewing, downloading, or
19 streaming by authorized users as required to fulfill Viral DRM’s
20 obligations.

21 5. I understood that by granting “exclusive agency rights to manage and administer” my
22 content to Viral DRM “in an effort to enforce the copyrights in and to the Works,” and by granting
23 “exclusive agency rights to display, store, transmit, and distribute Works as needed to fulfill [Viral
24 DRM’s] obligations,” that I was granting Viral DRM, on an exclusive basis, the rights Viral DRM
25 needed in order to register my copyright in the work at issue, bring lawsuits on behalf of me for
26 infringement of my copyright in the work at issue, and negotiate settlements on my behalf for the
27 work at issue.

28 6. I also understood that my agreement with Viral DRM and the exclusive rights granted
29 Viral DRM would not conflict with the exclusive rights I retained to license and distribute copies of
30 the work at issue in this case.

31 7. If this court determines that the rights I granted in the agreement with Viral DRM
32 were insufficient to give Viral DRM standing then I agree to either be added as a plaintiff in this
33 case or to be substituted in place of Viral DRM as the plaintiff in this case.

1 I declare under penalty of perjury under the laws of the United States of America that the
2 foregoing is true and correct.

3 Executed on January 14, 2025 at Thousand Oaks, CA

4 City State

5
6 *Michael Brandon Clement*
7

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

10  Verified by signNow
01/14/2025 23:55:56 UTC
1a97e66cd77b4fe6bb6d8